

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Crestview Strategy USA LLC

2. Registration Number  
6858

3. Name of Foreign Principal  
Government of Alberta

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 04/09/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide activities for the foreign principal as a subcontractor pursuant to an agreement between the foreign principal and Crossroads Strategies, LLC.

This amendment is being filed to correct a deficiency in the April 15, 2021 filing of the same updated agreement.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will assist the Province of Alberta in building a strategic government relations and public affairs strategy.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Registrant will assist the Province of Alberta in building a strategic government relations and public affairs strategy, including direct advocacy with the United States Congress and the Executive Branch.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

06/19/2021Maryscott Greenwood/s/Maryscott Greenwood

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
6/19/2021	Maryscott Greenwood	/s/ Maryscott Greenwood

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”) is effective as of April 1, 2021 (the “Effective Date”), by and between Crossroads Strategies LLC, a Delaware limited liability company (the “Company”), and Crestview Strategy US LLC, a Delaware limited liability company (the “Consultant,” and, together with the Company, the “Parties”).

WHEREAS, Company and its affiliates currently are engaged in the business of owning, operating and developing, directly or indirectly through operating subsidiaries, the following lines of business: (i) government relations and public relations (including, without limitation, consulting, polling, research and communication); (ii) advertising services (including, without limitation, media advertising, media planning and investment); (iii) marketing services (including, without limitation, research, promotions and branding/identity); and (iv) communications services (including, without limitation, corporate, healthcare and other specialty communications) and customer relationship management (collectively, the “Business”); and

WHEREAS, the Company desires to engage the Consultant to provide, and the Consultant has agreed to provide, the “Consulting Services” (as defined herein) to the Company on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### ARTICLE 1 CONSULTING SERVICES AND COMPENSATION

1.1 Consulting Services. During the “Term” (as defined in Section 2.1 hereof), Consultant agrees to provide to Company, and Company agrees to engage Consultant to provide to Company, the services described on Schedule A attached hereto and made a part hereof (collectively, the “Consulting Services”), on the terms and subject to the conditions set forth in this Agreement.

1.2 Compensation; Expenses. As full consideration for the Consulting Services provided by Consultant hereunder, Company agrees to pay a consulting fee to Consultant in the amount of Ten Thousand Dollars (\$10,000) per calendar month during the Term (the “Consulting Fee”). The Consulting Fee shall be paid by Company, in arrears, on or before the fifth day of the calendar month following the month during which the Consultant provided the Consulting Services, and shall be pro-rated (on a daily basis) for any partial calendar month during the Term. In addition to the Consulting Fee, Company agrees to pay (or reimburse Consultant for) reasonable out-of-pocket travel and other expenses actually paid or incurred by Consultant in connection with the Consulting Services (“Third Party Expenses”); provided, however, that (i) all Third Party Expenses shall be subject to prior written approval of Company; and (ii) Consultant shall submit to Company such statements and other evidence supporting such Third Party Expenses as Company may reasonably require. Company shall pay (or reimburse Consultant) for such Third Party Expenses within thirty (30) days after Consultant provides an invoice therefor (with reasonable supporting documentation).

### ARTICLE 2 TERM AND TERMINATION

2.1 Term. The term of this Agreement (the “Term”) shall commence as of the Effective Date and shall continue until the earlier of (i) October 31, 2021, or (ii) the effective date as of which Consultant



or Company elects to terminate this Agreement for any or no reason, such election to be by notice thereof from the terminating Party to the other Party at least thirty (30) days prior to the effective date of such termination. The Term may be extended at any time during the Term upon mutual written agreement of the Parties.

2.2 **Effect of Termination.** Immediately following the termination of this Agreement, Company agrees to pay Consultant such portion of the Consulting Fee (if any) due and payable hereunder for all Consulting Services rendered through the effective date of such termination. Notwithstanding anything herein to the contrary, Articles 3 and 4 hereof shall survive the expiration or termination of this Agreement.

### **ARTICLE 3** **OTHER OBLIGATIONS**

#### **3.1 Confidentiality.**

(a) From and after the Effective Date, Consultant shall hold, and shall cause Consultant's employees, contractors, managers, owners, affiliates, agents and representatives (collectively, "Representatives") to hold, in confidence, and not disclose or use, any and all information, whether written or oral, concerning the Company and its affiliates, and their respective businesses, operations, customers, assets and liabilities, except to the extent that such information (a) is generally available to and known by the public through no fault of Consultant or any Representative; or (b) is lawfully acquired by Consultant or any Representative from and after the Effective Date from sources (other than the Company and its affiliates) which are not prohibited from disclosing such information by any legal, contractual or fiduciary obligation. If Consultant or any Representative is compelled to disclose any information by judicial or administrative process or by other requirements of law, Consultant shall promptly notify Company in writing and shall disclose only that portion of such information which Consultant is advised by Consultant's counsel in writing is legally required to be disclosed, provided that Consultant shall use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

(b) As more fully described in the next sentence hereof, the continuing confidentiality obligations under this Section 3.1 do not prohibit the Consultant from disclosing Confidential Information to a federal, state or local government official or to an attorney, in each case, for the purpose of reporting or investigating a violation of law, or in a court filing under seal. Accordingly, the Consultant hereby acknowledges and understands that pursuant to the Federal Trade Secrets Act of 2016, the Consultant has been advised that the Consultant has immunity from being held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(c) Consultant acknowledges that a breach or threatened breach of this Section 3.1 would give rise to irreparable harm to Company for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Consultant of any such obligations, Company shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond). Consultant acknowledges that the restrictions contained in this Section 3.1 are reasonable and necessary to protect the legitimate interests of Company and constitute a material inducement to Company to enter into this Agreement. In the event that any

covenant contained in this Section 3.1 should ever be adjudicated to exceed the limitations permitted by applicable law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum limitations permitted by applicable law.

### 3.2 Ownership of Work Product.

(a) Any and all materials and works produced by Consultant and all results and proceeds of Consultant's engagement and services rendered hereunder, including, without limitation, any content or materials eligible for copyright, trademark, or idea protection (all such works and results and proceeds being referred to collectively as the "Work Product"), shall be considered 'work made for hire' as contemplated by the United States Copyright Act and to the extent said Work Product is not recognized as 'work made for hire,' Consultant hereby assigns all rights of copyright and copyright renewal, trademark and all other intellectual property rights in said Work Product to Company and agrees to execute any further document(s) necessary to affect such assignment. Without limiting the generality of the foregoing, Consultant hereby waives any and all claims of 'moral rights' and other rights of any kind or nature related to the Work Product and hereby conveys to Company any such rights as they may exist without reservation or limitation. Company shall be under no obligation to use in any manner any Work Product. Upon expiration or termination of this Agreement, and at any other time, upon request, Consultant agrees to surrender to Company, all such Work Product, in any form.

(b) Without limiting the foregoing, Company shall have the sole and exclusive right to make all uses of the Work Product, whether now known or hereafter devised, and to make or have made any changes in the Work Product as Company deems necessary or desirable, in its sole discretion. Company shall have no obligation whatsoever to enter into any further agreement with Consultant or other third parties.

### 3.3 Indemnification.

(a) Company shall, at its own expense, subject to the limitations set forth in this Section 3.4, indemnify, defend, and hold harmless Consultant and Consultant's heirs, beneficiaries, agents, representatives, successors and assigns (collectively, the "Consultant Indemnified Parties"), from and against any and all allegations, threats, claims, suits, proceedings, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively "Claims") relating to or arising from (i) any breach by Company of its obligations set forth in this Agreement, and/or (ii) Company's gross negligence or willful misconduct in connection with the Business.

(b) Consultant shall, at Consultant's own expense, subject to the limitations set forth in this Section 3.4, indemnify, defend, and hold harmless Company and its members and affiliates, and their respective officers, directors, managers, agents, representatives, successors and assigns (collectively, the "Company Indemnified Parties") from and against any and all Claims relating to or arising from (i) any breach by Consultant of Consultant's obligations set forth in this Agreement, and/or (ii) Consultant's gross negligence or willful misconduct in connection with the Consulting Services.

(c) In the event of a potential indemnity obligation under this Section 3.4, the indemnified Party shall (a) notify the indemnifying Party in writing of such Claim; (b) allow the indemnifying Party to have sole control of its defense and settlement of any third party Claim; and (c) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such third party Claim and any appeal arising therefrom. Failure to notify the indemnifying Party of such third party Claim shall not relieve such indemnifying Party of its obligations under this Section 3.4, but such Claim shall be reduced to the extent of any damages attributable to such failure. The indemnifying Party shall not enter into any settlement or



compromise without first obtaining the indemnified Party's consent, which consent shall not be unreasonably withheld.

(d) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR SIMILAR DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

#### ARTICLE 4 MISCELLANEOUS

##### 4.1 Relationship of the Parties; Consultant Representation.

(a) Nothing herein shall constitute or be deemed to constitute a joint venture, association, partnership, agency or other relationship between the Parties or to impose any obligation or liability upon either of the Parties based on such relationship. In rendering the Consulting Services hereunder, Consultant is acting solely as an independent contractor and not as an agent, employee or partner of Company for any purpose. Consultant has no authority to bind Company in any contractual manner nor to represent to others that the relationship between Company and Consultant is other than as stated herein. Consultant shall be solely responsible for the filing of all tax returns and the payment of all federal, state and local income, payroll and withholding taxes on all compensation payable to Consultant.

(b) Consultant hereby represents and warrants to Company that (i) Consultant is not a party to any other written or oral agreement that may restrict or adversely impact Consultant's ability to enter into this Agreement and/or perform Consultant's duties hereunder, and (ii) Consultant is not subject to any confidentiality or non-competition obligations, or any other restrictive covenants with respect to any Person. Consultant agrees that Company is relying on the foregoing representations and warranties in entering into this Agreement.

4.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the Consulting Services and supersedes all other prior and contemporaneous commitments, arrangements, agreements and/or understandings, both oral and written, between the Parties with respect to such Consulting Services.

4.3 Governing Law; Disputes. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law. The State or Federal Courts located within the State of Delaware shall have jurisdiction over any and all disputes between the Parties hereto, whether in law or equity, arising out of or relating to this Agreement and the agreements, instruments and documents contemplated hereby, and the Parties consent to and agree to submit to the jurisdiction of such courts. Each of the Parties hereby waives and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (i) such Party is not personally subject to the jurisdiction of such courts, (ii) such Party and such Party's property is immune from any legal process issued by such courts or (iii) any litigation or other proceeding commenced in such courts is brought in an inconvenient forum. The Parties hereby agree that mailing of process or other papers in connection with any such Action or proceeding in the manner provided in Section 4.4 or in such other manner as may be permitted by law, shall be valid and sufficient service thereof and hereby waive any objections to service accomplished in the manner herein provided. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, AND AGREES TO

CAUSE ITS AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

4.4 **Notices.** Any notices or other communications required or permitted hereunder shall be in writing and sent to the appropriate addresses designated below (or to such other address or addresses as may hereafter be furnished by one Party to the other Party in compliance with the terms hereof), by hand delivery, by email to the respective email addresses (if any) designated below (with electronic confirmation of delivery), by facsimile transmission to the respective facsimile numbers (if any) designated below (with electronic confirmation of delivery), by UPS or FedEx next-day service, or by registered or certified mail, return receipt requested, postage prepaid:

If to Consultant:

Crestview Strategy US LLC  
1800 Massachusetts Avenue NW  
Second Floor  
Washington DC 20036  
Email: msg@crestviewstrategy.com

If to Company:

Crossroads Strategies  
800 North Capitol Street NW  
Suite 800  
Washington, DC 20002  
Email: shancock@crshq.com

4.5 **Waiver and Amendment.** No waiver, amendment, modification or change of any provision of this Agreement shall be effective unless and until made in writing and signed by the Parties. No waiver, forbearance or failure by any Party of its rights to enforce any provision of this Agreement shall constitute a waiver or estoppel of such Party's right to enforce any other provision of this Agreement or a continuing waiver by such Party of compliance with any provision.

4.6 **Severability.** Without limiting anything in Section 3.1 hereof, each provision of this Agreement shall be considered separable and enforceable to the fullest extent allowed by law. If any such provision is held by a court of competent jurisdiction to be invalid, void or unenforceable, such determination shall not affect, impair or invalidate the remaining provisions, all of which shall remain in full force and effect. In addition, such invalid, void or unenforceable provision shall be deemed modified and revised with retroactive effect to render such provision valid and enforceable, and such provision shall be enforced as modified and revised. If the court having jurisdiction will not modify and revise such provision, the Parties hereto shall mutually agree to a modification and revision having an effect as close as permitted by applicable law to the provision declared invalid, void or unenforceable.

4.7 **Construction; Counterparts.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. This Agreement may be executed in any number of counterparts (which may be by facsimile) each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

4.8 **Assignment; No Third Party Beneficiaries.** This Agreement may not be assigned (whether by operation of law or otherwise) by any Party without the prior written consent of the other Party. Except for the Consultant Indemnified Parties and the Company Indemnified Parties, in each case, with respect to Section 3.4 hereof, this Agreement shall not benefit or create any right of action in or on behalf of any Person other than the Parties hereto; provided, however, that this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties' respective successors and permitted assigns.

4.9 **Representation by Counsel.** Consultant acknowledges that (i) such Party has read this Agreement in its entirety and understands all of its terms and conditions, (ii) such Party has had the opportunity to consult with any individuals of such Party's choice regarding such Party's agreement to the provisions contained herein, including legal counsel of such Party's choice, and any decision not to was such Party's alone, and (iii) such Party is entering into this Agreement of such Party's own free will, without coercion from any source.

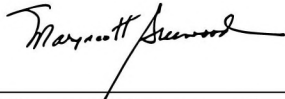
4.10 **Standards.** Company and Consultant agree to comply with all federal, state, and local laws applicable to the Consulting Services covered under this Agreement, including any reporting obligations required under the Foreign Agents Registration Act ("FARA").

[Signatures appear on following page]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement, or caused this Agreement to be executed by a duly authorized officer, as of the Effective Date.

**CONSULTANT**

*Crestview Strategy US LLC*



\_\_\_\_\_  
Maryscott Greenwood

Date: April 9, 2021

**COMPANY**

*Crossroads Strategies LLC*



\_\_\_\_\_  
Shay Hancock

Date: April 9, 2021

**[Signature Page to Consulting Agreement]**